

AGREEMENT

REGARDING TERMS AND CONDITIONS

Between

The Moonachie Board of Education

And

The Moonachie Education Association

July 1, 2010 - June 30, 2013

CONTENTS

	<u>Page</u>
PREAMBLE	1
Article I Recognition	2
Article II Negotiation of Successor Agreement	3
Article III Board Rights and Responsibilities	4
Article IV Teachers Rights	5
Article V Association Rights and Privileges	6
Article VI Teaching Hours and Teaching Load - Non-Teaching Duties	7
Article VII Salaries	10
Article VIII Teacher Employment	12
Article IX Teacher Assignment	15
Article X Teacher - Administration Liaison	16
Article XI Sick Leave	17
Article XII Leaves of Absence	18
Article XIII Professional Improvement	23
Article XIV Insurance Protection	28
Article XV Grievance Procedure	31
Article XVI Miscellaneous	38
Article XVII Duration of Agreement	40
Schedule A Teachers' Salary Guide July 1 2010- January 31, 2012	41
Schedule B Teachers' Salary Guide February 1, 2012- June 30, 2013	42
Schedule C School Calendar 2010-2011 Attachment	43
Schedule D School Calendar 2011-2012 Attachment	44
Schedule E School Calendar 2012-2013 Attachment	45

PREAMBLE

This Agreement entered into this 1st day of July, 2010, by and between the Board of Education of the Borough of Moonachie, New Jersey, (hereinafter called the "Board") and the Moonachie Education Association, (hereinafter called the "Association"). This represents the complete and final understanding by the parties on all bargainable issues.

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all certificated teachers and nurse/health instructor employed by the Board, excluding:

1. Superintendent of Schools;
2. Business Administrator/Board Secretary;
3. Non-certified, non-teaching, or per diem employees;
4. Substitute Teachers.

B. Unless otherwise indicated, the term 'teachers' when used hereinafter in the Agreement shall refer to all professional employees as defined above, and references to male teachers shall include female teachers.

C. The term 'Nurse/Health Instructor' as used in this Agreement shall refer to all professional employees certified in accordance with New Jersey Department of Education Regulations.

D. All individuals covered by this Agreement that are not members of the Moonachie Education Association shall pay a representation fee as required by statute.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations over a successor agreement, and both parties shall be subject to the Public Employees Relations Commission's Guidelines.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

BOARD RIGHTS AND RESPONSIBILITIES

The Board hereby retains and reserves unto itself, except as limited by this contract, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement or which may hereafter be conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States.

ARTICLE IV
TEACHER RIGHTS

A. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

B. Whenever any teacher is required to appear before the Board concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior notice of the reasons for such a meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such a meeting or interview. Any suspension of a teacher pending charges before the Commissioner of Education shall be with pay at the discretion of the Board, except for any matter of a disciplinary nature, or involving any matter of moral turpitude, crime, or disorderly persons offense, in which case the suspension shall be without pay.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association in response to requests from time-to-time information available to the public concerning the financial resources of the district.

B. Released Time for Meetings - Whenever any representative of the Association or any teacher participates during working hours in negotiations, grievance proceedings, conferences or meetings mutually scheduled by the parties to this Agreement, he shall suffer no loss in pay.

C. The Board of Education agrees to furnish the Association president leave time for one day per school year for conducting Association business with the approval of the Superintendent.

ARTICLE VI

TEACHING HOURS AND TEACHING LOAD - NON-TEACHING DUTIES

A. 1. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. Teachers shall indicate their presence for duty by initialing the in and out column of the faculty roster.

2. The arrival and departure time for all teachers shall be as follows:

Regular School Day - 8:00 A.M. to 3:05 P.M. (Monday-Thursday)

Regular School Day - 8:10 A.M. to 3:05 P.M. (Friday)

Students will report to homeroom at 8:50 A.M.

Teachers will report no later than 8:10 A.M. on Fridays

One Session Day - 8:00 A.M. to 1:00 P.M. (Monday-Thursday)

One Session Day - 8:10 A.M. to 1:00 P.M. (Friday)

The time period from 8:10 A.M. - 8:45 A.M. will be devoted to staff meetings, CST meetings, common planning time, providing additional help for students in their classes (teacher's own students) and curriculum development.

The workday for all employees covered by this Agreement shall not be more than seven (7) hours and five (5) minutes. The workday shall provide for a forty-seven (47) minute duty-free lunch.

3. Teachers may give at their discretion extra professional services upon completion of their school day for purposes of additional academic help and disciplinary problems.

4. Teachers will be required to attend one Back-To-School Night in addition to one Parent Teacher Conference evening per year.

B. The Board agrees to consult with the Association prior to adopting a new year school calendar. However, this shall not be construed to mean that the Board has relinquished its prerogative and right to establish and modify the same. The school calendar shall be made a part of this Agreement upon its adoption each year. The proposed calendar will be provided to the Association by March 15 of each school year.

C. No teacher shall be required to use his automobile for school purposes.

D. The Board agrees to have the standardized test which is administered annually machine-scored. Employees will not be responsible for scoring these tests.

E. All teachers will be guaranteed a minimum of one (1) class period per day as preparation time. Loss of this time to be compensated at a rate of \$25.00 per occurrence beginning with the ninth occurrence for each teacher.

F. A teacher may receive split preparation time, equal to one period, on an as needed basis. This will be arranged every year and is only valid for one year at a time. This shall only be in effect if mutually agreed upon by the teacher and the administration and shall be signed by both parties.

G. The teacher work year shall be one hundred eighty-three workdays in length. This time is inclusive of orientation/staff development days.

ARTICLE VII

SALARIES

A. The salaries of all teachers covered by this Agreement are set forth in Schedules A, B, and C attached hereto and made a part hereof.

B. 1. Teachers shall be paid in twenty (20) equal semi-monthly installments on the 15th and the last day of each month. Efforts shall be made to have checks available prior to lunchtime.

2. Teachers may elect to have a percentage or an amount of their monthly salary deducted from their pay and sent to South Bergen Teachers Federal Credit Union. This election may be made only twice per year; by August 1st to be effective September 1st and by December 1st to be effective January 1st.

3. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day.

4. Teachers shall receive their final checks in June, when registers are approved and a release is received from the County Office.

C. Teacher participation in extra-curricular activities which extend beyond the regular scheduled contract day shall be voluntary and compensated at a rate of thirty-six fifty (\$36.50) dollars per hour subject to the approval of the administration. Any teacher using time at lunch or before school shall also be compensated at a rate of thirty-six fifty (\$36.50) dollars per hour.

D. Teachers-In-Charge will be paid the per diem rate of \$57.

E. The positions of curriculum chair people will be eliminated as of June 30th, 2001. If a position is re-designated and reestablished, the parties will negotiate over compensation which will not be less than the \$250.00 as set forth in the contract for 1998-2001.

F. Reading and Test Coordinator will be paid \$1,255.00 for the term of this Agreement.

G. Any teacher who volunteers for overnight supervision of students will be compensated at a rate of \$171.20 for the term of the contract, per night beyond regular salary.

ARTICLE VIII

TEACHER EMPLOYMENT

A. Adjustment to Salary Schedule

1. Each teacher shall be placed on his proper step of the salary schedule. Teachers under contract who are hired prior to February 1st and complete the balance of the school term in which they are hired, will be credited with a full year of service on the salary guide. Teachers hired on February 1st or after will not be entitled to an increment increase in September of that same calendar year. Nor will such services be included for the purpose of a longevity increase.

2. The amounts for longevity for all employees currently receiving longevity in years 10, 15, 20, 25 and 30 will be \$650.00 for each year of the Agreement. For those employees not receiving longevity as of 1995-96 school year, they will begin longevity at years 15, 20, 25 and 30 years in the amount of \$650.00 for each year of the Agreement.

B. Previous Sick Leave Accumulation

Previously accumulated unused sick days shall be restored to all teachers returning from authorized leave.

C. Notification of Contract and Salary

Tenured teachers shall be notified of their contract and salary status for the ensuing year no later than April 30th. Non-tenured teachers will receive notification as prescribed by law. If the law no longer sets a date, the notification deadline shall be May 15th.

D. Severance Plan

1. Qualifications:

a. All teachers employed in the Moonachie Public Schools for a minimum of fifteen (15) years prior to the effective date of retirement.

b. Teachers who are 50 years of age or older by August 31st of their contract year.

c. Teachers shall notify the Business Office by January 1st of the year in which they wish to retire with the option to rescind. Failure to notify the Business Office in writing of the anticipated date of retirement by the first work day in January of the calendar year of retirement may result in a delay of the payment for sick leave reimbursement for one (1) year.

2. Calculation of Benefits:

This Severance Plan consists of a calculated sum of money which is based on the number of accumulated sick leave days remaining at the effective date of retirement.

3. Beginning with the 2007-2008 school year, the amount of benefit to be paid shall be equal to \$80.00 per day for days 1-100; \$85.00 per day for days 101-150; and \$95.00 per day for days 151-200. The amount of benefit will be capped at \$17,000 per employee.

ARTICLE IX
TEACHER ASSIGNMENT

A. All teachers shall be given written notice of their grade level and room assignment for the forthcoming year not later than June 1, except in cases of unforeseen circumstances.

B. No later than May 15th of each school year, a list of known vacancies or promotional positions which pay a salary differential, which may occur during the following school year, shall be delivered by the Superintendent to the Association. Teachers must respond in writing to notification of vacancies or promotional positions within fifteen days. In cases where vacancies occur after August 10th, applications must be returned within five days. If any opening occurs during summer vacation, teachers will be notified by mail. Application for a position does not necessarily mean a person will be employed in that position.

ARTICLE X

TEACHER-ADMINISTRATION LIAISON

The parties will establish a Liaison Committee which shall meet with the Superintendent as necessary by mutual agreement to review and discuss local school problems and practices. The membership of the committee shall consist of one (1) member representing the primary teachers, one (1) member representing intermediate grade teachers, one (1) member for upper grade teachers and one (1) member representing non-homeroom teachers.

ARTICLE XI

SICK LEAVE

A. Teachers shall be allowed sick leave with full pay for ten days each school year. Any unused allowance shall be accumulated. Teachers employed after the beginning of the official school year shall be entitled to one (1) sick leave day for each month remaining in the school year, such days to be accumulated in the same manner as stated above.

B. Records of absence due to illness will be kept by the Board. The Board agrees to notify each staff member of his accumulated days by the first day of school.

C. A teacher absent by reason of illness beyond expiration of his accumulated sick leave will receive payment of the difference between the substitute and his daily salary until a full time replacement is hired.

ARTICLE XII
LEAVES OF ABSENCE

A. 1. An employee may be granted a leave of absence for a full or half year on account of personal illness, accident, or other equally grave emergency and/or rest and recuperation.

2. Written application for such leave shall be made by the employee, addressed to the Superintendent, who shall, upon receipt of same, make such investigation as he may deem necessary, including the requirement of a medical or psychiatric examination or report.

3. Time spent on leave shall not be counted active service in determining an employee's position on the salary schedule.

4. Leave of absence shall be without compensation.

5. Whenever a leave of absence is granted for personal health reasons, said employee must give acceptable professional evidence of recovered health before being permitted to return to his duties.

6. Applications to return from leave of absence shall be filed with the Superintendent no later than April 1st preceding the September in which the employee wishes to return.

B. Each teacher shall be granted three (3) days annually for personal convenience. No more than one (1) such personal day may be taken after May 1 of each year. In order to qualify for such personal day(s) notice shall be given five (5) days in advance except in cases of emergency. "Personal convenience" shall be sufficient reason for the granting of said day(s) by the Superintendent.

C. Each teacher shall be granted one professional day annually. The teacher shall make his or her request to the Superintendent. At the discretion of the Superintendent additional days may be granted.

D. 1. Leave with pay, following a death in the immediate family (spouse, parent/step parent, child/step child, sibling) shall be granted for not more than five (5) consecutive days.

2. A similar leave following the death of a mother-in-law, father-in-law and/or stepsibling shall be granted for up to three (3) consecutive days.

3. A similar leave following the death of a grandparent or other close relative shall be granted for one (1) day, one occurrence per year.

E. Leave with full pay shall be granted for five (5) school days for marriage of an individual teacher.

F. Maternity

1. Natural Birth

The Board shall grant maternity leave without pay to any teacher upon request subject to the following stipulations and limitations:

(a) Maternity leave shall commence on the date requested by the teacher. Every effort shall be made not to interfere with the administrations of the school.

(b) No teacher shall be prevented from returning to work after childbirth solely on the grounds that there has not been a time lapse between childbirth and the desired date of return.

(c) Any pregnant teacher may utilize the provisions of Article XI (Sick Leave). Said teacher shall, upon request of the Superintendent, provide a doctor's certificate attesting to her incapacity. In cases where the Board may be in doubt as to the condition of the teacher applying to use said sick leave, the Board may request examination by a physician appointed by the Board.

2. Adoption

Any teacher adopting an infant five years of age or under shall receive a leave upon request without pay which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements of the adoption. Said teacher shall notify the Superintendent of said pending adoption as far in advance as practicable.

3. No teacher on Maternity Leave shall, on the basis of said leave, be denied the opportunity to substitute in the Moonachie School District.

4. Child Birth Pay

Immediately following the birth of a child, three (3) non-accumulated days will be granted to fathers.

G. All benefits to which a teacher is entitled at the time his leave of absence commenced shall be restored to him upon his return.

H. Extensions and Renewals

All leaves under this Article shall be for a maximum of one year. All extensions or renewals of said leaves shall be applied for in writing, and if granted, shall be authorized in writing.

I. Good Cause

Other leaves of absence may be granted by the Board upon request.

ARTICLE XIII
PROFESSIONAL IMPROVEMENT

A. Evaluation

1. Frequency

(a) Non-tenured teachers shall be observed by the Superintendent at least three (3) times in each school year, to be followed in each instance by a written report and by a conference between the teacher and the Superintendent for the purpose of identifying any deficiencies extending assistance for their correction and improving instruction. Each observation which will cover at least one subject period shall occur on different days and each meeting between teacher and the Superintendent shall occur within fifteen (15) working days of said evaluation.

(b) Tenured teachers shall be observed a minimum of one (1) time per year in accordance with the criteria established.

2. Procedures

(a) Teachers shall be evaluated by the Superintendent or designated alternate and, in either case, said evaluation shall be signed by the Superintendent.

(b) A teacher shall be given a copy of the evaluation report as prepared by the Superintendent at least one (1) day before any conference to discuss it. No such reports shall be acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

(c) Observation reports shall be written in narrative form by the Superintendent or his designated alternate.

(d) Teachers shall be evaluated in accordance with the applicable section of the N.J.A.C. 6:3-1.2 only by the Superintendent or designated alternate. Said evaluation shall be signed by the Superintendent. Within one month after the signing of the Agreement, the Board shall provide to all employees in the unit a copy of the criteria to be utilized in the evaluation process. By October 1, any new employees shall receive a copy of the evaluative criteria or if any revisions occur, the criteria will be distributed to all staff by October 1st of the year it is to take effect.

B. Personal Records

1. A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies at his own expense of any documents contained therein.

2. No material shall be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent and attached to the file copy.

3. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available to the teacher's inspection.

C. Each teacher shall receive a maximum of \$100.00 for personal expenses (travel, lodging and meals) to attend the annual convention of the New Jersey Education Association providing they

attend for two (2) days. In addition, each teacher shall also be reimbursed, upon submission of the appropriate vouchers and receipts, up to \$50.00 for school materials purchased at NJEA convention.

D. A teacher shall be eligible for a maximum of six (6) graduate credits annually and shall be reimbursed at a tuition rate based on the current average cost of graduate courses at William Paterson College and Montclair State University providing the following criteria are met:

1. Courses must be approved in advance by the Superintendent.
2. Courses must be taken through an accredited college or university in the area of the employee's current teaching assignment, unless otherwise requested by the Superintendent.
3. A teacher must receive a grade of C or better and official transcripts of the grade and proof of tuition cost must be submitted.

Reimbursement for grades of an A or B will be paid at 100%. A grade of C will be reimbursed at 75%.

E. The Board will not give salary adjustments for any credits beyond M.A.+30, except for courses approved and completed by July 1, 1977. Each teacher who earns more than 30 credits beyond the M.A. Degree shall be paid an additional \$35.00 per credit as part of his annual

salary. It is understood that approval for courses beyond the M.A.+30 shall not be granted in administration and supervision. Teachers shall notify the Business Office by March 15th of the year in which they wish to make horizontal movement on the guide. Failure to notify the Business Office in writing of the anticipated horizontal move may delay the salary degree move for one (1) year.

F. Teachers shall be reimbursed for in-service courses/workshops and professional meetings and related expenses as approved by the Superintendent.

G. Each teacher shall receive credit and reimbursement for in-service courses approved by the Superintendent. Credits for in-service courses/workshops shall be established by the Superintendent in advance.

ARTICLE XIV
INSURANCE PROTECTION

A. The Board shall provide the following insurance coverages for teachers employed in the district for a minimum of twenty (20) hours per week.

1. Health Insurance

Effective July 1, 2011, the Board shall offer medical insurance coverage to eligible employees through the Direct Access Plan offered by Horizon Blue Cross/Blue Shield. Those employees who were enrolled in the Traditional Indemnity Plan shall be enrolled in the Direct Access Plan. Effective July 1, 2010, each teacher shall contribute 1.5% of his/her annual salary as required by law as a health benefit premium contribution. Contributions shall be made through payroll deduction.

Effective July 1, 2011, the Direct Access Plan's deductible for out of network maximums shall be modified to \$1,000 single, \$2,500 family.

2. Dental Insurance

The Board agrees to continue the dental insurance plan put into effect during the 1980-81 school year. It is the responsibility of the Association to meet the membership requirements of the insurance carrier.

(a) The Board will fund a full-family dental insurance plan for each year of the contract.

(b) Ortho III Dental Rider will be funded by the Board.

3. Prescription Insurance

The Board will provide a prescription program for employees and their eligible dependents as follows:

\$15.00 - co-payment for Brand names

\$5.00 - co-payment for Generic prescriptions/2x

mail order

4. If an employee elects to opt out of the medical coverage, the Board of Education shall pay the employee forty (40%) of the cost of the plan selected.

5. The Board shall implement a Section 125 Plan.

4. Stipend

The Board shall pay a one-time, non-pensionable stipend to each member of the MEA who was enrolled in the Traditional Indemnity Plan as of the date of ratification and moved to the Direct Access Plan. This stipend shall be paid on or before August 15th 2011. The amount of the stipend will depend on the level of coverage provided, as follows:

Family	2,140
2 Adults	1,740
P/C	1,345
Single	1,040

ARTICLE XV
GRIEVANCE PROCEDURES

A. Definition

1. A "grievance" is a claim by a teacher or group of teachers, or his representative, that an interpretation, application, or violation of this agreement, Board Policies, or of administrative decisions has adversely affected the said teacher or group of teachers.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these

proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedures

1. Any grievance hereunder may be initiated and processed by the teacher or teachers affected or their designated representative within 60 school days of the alleged grievance.

2. The number of days indicated at each level is maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement.

3. Level One

An aggrieved person shall first discuss his grievance with the Superintendent or his designee, either directly or through the Association's designated representative.

4. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, he or his representative, shall file the grievance in writing with the Superintendent within five (5) school days of the disposition of his grievance at Level One. Within five (5) school days after receiving the written grievance, the Superintendent shall reply in writing to the aggrieved person.

5. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, he or his representative shall within five (5) school days after decision is rendered, file the grievance in writing with the Board. The Board may hold hearings, take sworn testimony at reasonable times and places set by the Board, but in no event, shall hearings extend beyond twenty-one (21) calendar days after the filing of the grievance at Level Two, unless mutually extended by both parties. Any favorable decision may be rendered by the Board to the aggrieved person within ten (10) calendar days after the last hearing. Any decision must be rendered in writing.

6. Level Four

If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, he or his representatives shall within five (5) school days thereafter request in writing that his grievance be submitted to arbitration. Within the ten (10) school

days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve.

If the parties are unable to agree upon an arbitrator or to obtain such commitment within a specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the Rules and Procedures of the American Arbitration Association in the selection of an arbitrator.

The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision no later than twenty (20) calendar days from the date of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties. The costs for the arbitrator, including per diem expense, if

any, and actual and necessary travel expenses and the cost of a hearing room shall be born equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Teachers to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedures by himself, or at his option by a representative. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at Levels Three and Four of the grievance procedure.

2. No reprisals of any kind shall be taken by the Board or any member of the administration against any member of the Association or any other participant in the grievance procedure by reason of such participation with this Article.

E. Miscellaneous

1. If a grievance affects a group or class of teachers, the persons aggrieved or their representatives may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level Two.

2. All decisions rendered at Levels Two, Three, and Four of the grievance procedure shall be in writing where specified in this Agreement and shall be transmitted promptly to all parties in interest and to the Association.

3. All documents, communications and records dealing with the processing of a grievance shall be maintained in a grievance file of the Board.

4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents may be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Copies of all notices of hearings at Levels Three and Four of the grievance procedures will be sent to the Association.

6. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article. No public statements concerning the subject matter of the proceedings shall issue by either party.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. No individual contract between the Board and an individual teacher, heretofore, or hereafter executed, shall be contrary to the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

C. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to teachers covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.

D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by certified or registered letter at the following addresses.

1. If by the Association to the Board:

Board of Education Office
20 West Park Street
Moonachie, New Jersey 07074

2. If by the Board to the Association:

Robert L. Craig School
20 West Park Street
Moonachie, New Jersey 07074

ARTICLE XVII

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2010 and shall continue in effect until June 30, 2013.

B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, seals to be placed thereon, all on the day and year specified in the Preamble.

C. Copies of the Contract shall be printed at the expenses of the Board and the Moonachie Education Association on an alternate contract basis. The Moonachie Board of Education will print the three-year contract for the years 2010-2013.

MOONACHIE EDUCATION ASSOCIATION

MOONACHIE BOARD OF EDUCATION

By: _____
President

By: _____
James Campbell, President

By: _____
Witness

By: _____
Sue Anne Mather,
Board Secretary

SALARY GUIDE
SCHEDULE A

July 1, 2010 - January 31, 2012

Salary Guide

Step	BA	BA+15	MA	MA+15	MA+30
1	47,691	50,099	52,506	54,914	57,321
2	48,791	51,254	53,716	56,179	58,641
3	50,091	52,619	55,146	57,674	60,201
4	51,591	54,204	56,796	59,399	62,001
5	53,391	56,084	58,776	61,469	64,161
6	55,391	58,184	60,976	63,769	66,561
7	57,641	60,546	63,451	66,356	69,261
8	60,141	63,171	66,201	69,231	72,261
9	62,891	66,059	69,226	72,394	75,561
10	65,891	69,209	72,526	75,844	79,161
11	69,141	72,621	76,091	79,581	83,061
12	72,641	76,296	79,951	83,606	87,261
13	76,391	80,234	83,076	87,919	91,761
14	80,391	84,434	88,476	92,519	96,561
15	87,453	91,489	95,858	100,584	105,739

SALARY GUIDE
SCHEDULE B

February 1, 2012 - June 30, 2013

Step	BA	BA+15	MA	MA+15	MA+30
1	48,185	50,593	53,000	55,408	57,815
2	49,285	51,748	54,210	56,673	59,135
3	50,585	53,113	55,640	58,168	60,695
4	52,085	54,698	57,290	59,893	62,495
5	53,885	56,578	59,270	61,963	64,655
6	55,885	58,675	61,470	64,263	67,055
7	58,135	61,040	63,945	66,850	69,755
8	60,635	63,665	66,695	69,725	72,755
9	63,385	66,553	69,720	72,888	76,055
10	66,385	69,703	73,020	76,338	79,655
11	69,635	73,115	76,585,	80,075	83,555
12	73,135	76,790	80,445	84,100	87,755
13	76,885	80,728	83,570	88,413	92,255
14	82,200	85,185	90,200	95,200	99,500
15	89,190	93,255	97,715	102,535	107,975

SCHEDULE C
CALENDAR FOR 2010-2011

SCHEDULE D
CALENDAR FOR 2011-2012

SCHEDULE E
CALENDAR FOR 2012-2013